THIS PROPERTY USE AGREEMENT, hereinafter called "AGREEMENT" is executed between the City of Inglewood, hereinafter called "CITY" and the West Basin Municipal Water District, located at 17140 South Avalon Boulevard, Suite 210, Carson, CA 90746-1296, hereinafter called "PERMITTEE" is made and entered into this 17th day of December, 2013.

RECITALS

WHEREAS, the CITY is owner of the real property upon which is located a potable water well known as Well Site No. 6, described herein below; and

WHEREAS, PERMITTEE is a public agency that generates recycled water for sale to the CITY, and CITY, in turn, sells recycled water to its customers within the CITY; and

WHEREAS, a recycled water main runs near said real property that feeds recycled water to certain City of Inglewood locations; and

WHEREAS, in 2006, certain residents complained about the odor of recycled water associated with Coleman Stadium, Grevillea Park, CITY's Service Yard, Rogers Park and the CITY's Water Treatment Plant; and

WHEREAS, in 2006, PERMITTEE set up a temporary disinfection site within CITY'S limits, but now needs to construct a new disinfection station to serve users upstream from the temporary disinfection station; and

WHEREAS, PERMITTEE is willing and able to provide the necessary recycled water disinfectant that the CITY desires and allowed by state regulations; and

WHEREAS, PERMITTEE is desirous of establishing a recycled water disinfection station on CITY property, specifically identified in Exhibit "A."

NOW THEREFORE, the parties hereto agree as follows:

SECTION 1: USES

1.01 Premises. CITY, which desires odor free recycled water for its customers, hereby grants PERMITTEE, in accordance with the terms, covenants, conditions and provisions of this Agreement, the non-exclusive use of that
portion of real property situated in the City of Inglewood, Los Angeles County, State of California, commonly known as City of Inglewood Water Well Site No. 6, (hereinafter referred to as "Well Site No. 6") as listed on Exhibit "A." Said real property is hereinafter collectively called "PREMISES." In return for this permission, PERMITTEE, which will benefit from the results of supplying higher quality water to its customers, hereby agrees to:

A. Construct a disinfection station, within Well Site No. 6, in an area approved by the CITY as illustrated in Exhibit "A;"

B. Submit design plans for the disinfection station to be approved by CITY for which approval shall not be unreasonably withheld;

C. Maintain the disinfection station including tanks and discharge lines and other above ground or underground structures or utilities that are used for operating and maintaining said disinfection station;

D. Install CITY approved flood lights including connections in all four corners of said Well Site No. 6;

E. Rebuild or refurbish, pursuant to CITY approval, the existing motorized access gate operator for said Well Site No. 6;

F. Be solely responsible for repairing any damage to Well Site No. 6 to CITY's reasonable satisfaction caused by PERMITTEE'S operation. Said repairs shall be completed within a reasonable time of PERMITTEE'S actual or constructive knowledge of such damage;

G. Act in accordance with all relevant federal, state and local laws, rules and regulations.

1.02 Uses. It is expressly agreed that the premises shall be used by PERMITTEE solely and exclusively to construct, operate and maintain certain facilities to disinfect the PERMITTEE'S recycled water by the addition of chlorine and for such other related or incidental purposes as may be reasonably related to the
performance of PERMITTEE’s duties.

1.03 **Miscellaneous.** PERMITTEE covenants and agrees to use the premises for the above specified purposes and to diligently pursue said purposes throughout the term hereof. In the event that PERMITTEE fails to continuously use the PREMISES for said purposes, or uses the PREMISES for purposes not expressly authorized or reasonably related to the performance of PERMITTEE’s agreed upon duties herein, the PERMITTEE shall be deemed in default under this Agreement.

**SECTION 2: TERM**

2.01 **Commencement.** The initial term of this Agreement shall be for a period not to exceed **fifteen (15) years**, commencing on full contract execution.

2.02 **Renewal.** This Agreement shall automatically renew for up to **ten (10) years** at the CITY’S calculated fair market property use payment rate of a similar businesses, provided that the PERMITTEE is not in default of this Agreement.

2.03 **Termination Provisions.** Notwithstanding any other provisions contained in this Agreement, either party may terminate this Agreement by giving the other party at least **one hundred and eighty (180) days** prior written notice of such termination.

2.04 **Effect of Termination.** PERMITTEE shall return the PREMISES to the condition existing prior to PERMITTEE’S occupation. Said costs, if any, associated with the restoration of PREMISES to the prior existing condition shall be borne by PERMITTEE. Furthermore, the CITY shall allow PERMITTEE full and unrestricted access to enter the PREMISES to remove all equipment and other items of personal property owned by PERMITTEE. Should PERMITTEE fail to remove it property within **one hundred and eighty (180) days** of notice by the CITY, PERMITTEE agrees that said property shall be deemed abandoned. The CITY shall not thereafter be liable
to PERMITTEE as a bailee. Any costs incurred by the CITY for the removal and disposal of said property shall be billed to and paid by PERMITTEE and shall be considered a legal debt to the CITY.

SECTION 3: PROPERTY USE PAYMENT

3.01 **Time and Place of Payment.** The PERMITTEE shall make all payments monthly in advance on or before the **1st** day of each new month. Checks should be made payable to the City of Inglewood and delivered to the CITY at the address set forth in Section 5.03 of this Agreement. The place and time of payment may be changed at any time by CITY upon **thirty (30) days’** written notice to PERMITTEE. PERMITTEE assumes all risk of loss and responsibility for late payment charges.

3.02 **Property Use Payment.** PERMITTEE agrees to pay CITY, on or before the **1st** day of each month, the sum of $415.27 (four hundred and fifteen dollars and twenty-seven cents) per month for its use and occupation of the PREMISES in accordance with the terms, covenants, conditions and provisions of this Property Use Agreement.

3.03 **Payment Increase.**

A. The monthly rent shall be increased at the commencement of the fifth year of the term and each year thereafter ("the adjustment date") to the greater of: 1) the monthly rent in effect immediately preceding the adjustment date plus four percent (4%); or 2) the monthly rent as adjusted for the change in the Consumer Price Index (CPI), as calculated below.

B. The base for computing the CPI adjustment is the Consumer Price Index for all Urban Consumers (base years 1982-1984 = 100) for Los Angeles-Riverside-Orange County, published by the U.S. Department of Labor, Bureau of Labor Statistics ("Index"), which is in effect on the
date of the commencement of the term ("Beginning Index"). The Index published most immediately preceding the adjustment date in question ("Extension Index") is to be used in determining the amount of the CPI adjustment. If the Extension Index has increased over the Beginning Index, the CPI adjustment shall be calculated by multiplying the monthly rent by a fraction consisting of the Extension Index as the numerator and the Beginning Index as the denominator. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

3.04 Delinquent Payment. If PERMITTEE fails to pay the payment when due, PERMITTEE shall pay in addition to the unpaid payments, five percent (5%) of the delinquent payment. If the payment is still unpaid at the end of fifteen (15) days, PERMITTEE shall pay an additional five percent (5%) [being a total of ten percent (10%)] which is hereby mutually agreed by the parties to be appropriate to compensate CITY for loss resulting from payment delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account.

SECTION 4: INSURANCE RISKS/SECURITY

4.01 Indemnity. PERMITTEE shall indemnify defend and hold harmless the CITY, the City of Inglewood and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct of the PERMITTEE or its employees, agents, or others in connection with its use and occupation of the PREMISES under this Agreement, except only for those claims arising from the sole negligence or sole willful conduct of the CITY or City of Inglewood, its officers, agents, or employees. PERMITTEE’s indemnification shall include any and all costs, expenses, attorneys’ fees and
liability incurred by the CITY, the City of Inglewood, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, PERMITTEE at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees.

4.02 Insurance. PERMITTEE shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the PERMITTEE, its agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the PERMITTEE. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by CITY as a material breach of contract.

Minimum Scope of Coverage

Coverage shall be at least as broad as indicated below:

(a) Insurance Service Office Commercial General Liability coverage (occurrence form CG 0001).

(b) Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).

(c) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.

Minimum Limits of Insurance

PERMITTEE shall maintain these policies during the course of this Agreement and shall cause all parties supplying services, labor, or materials to maintain the following insurance in amounts not less than those specified below:

1. General Liability (Including operations, products and completed operations): $1,500,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply
separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $2,000,000 per accident for bodily injury or property damage.

3. Employer’s Liability: $2,000,000 per accident for bodily injury or disease.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the Inglewood City Attorney’s office. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respects to the CITY, its officers, officials, employees and volunteers; or the PERMITTEE shall provide a financial guarantee satisfactory to the Inglewood City Attorney’s Office guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**Other Insurance Provisions**

The general liability policy and automobile liability policy are to contain, or be endorsed to contain, the following provisions:

1. The City of Inglewood, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the PERMITTEE; and with respect to liability arising out of work or operations performed by or on behalf of the PERMITTEE including materials, parts or equipment furnished in connection with such work or operations. General insurance, liability coverage can be provided in the form of an endorsement to the PERMITTEE’s insurance, or as a separate owner’s policy (GC 20 10 11 85).

2. For any claims related to this project, the PERMITTEE’s insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be in excess of
the PERMITTEE's insurance and shall not contribute to it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been given to the CITY by certified mail, return receipt requested.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

Verification of Coverage

PERMITTEE shall furnish the City of Inglewood with original certificates and amendatory endorsements affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Inglewood City Attorney's Office before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

PERMITTEE shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.03 Self Insurance. PERMITTEE may provide proof of self insurance, in lieu of providing insurance as required by Section 4.02, representing that it has and shall maintain either a policy of liability insurance or a self-insurance program in the manner provided by California law. PERMITTEE further represents...
that it maintains Workers' Compensation Insurance, either by way of an insurance policy or through a program of self-insurance, covering its own employees.

4.04 Accident Reports. PERMITTEE shall, within twenty-four (24) hours after occurrence, report to the CITY any accident causing property damage or any serious injury to persons on the PREMISES. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.

SECTION 5: GENERAL PROVISIONS

5.01 Maintenance. With respects to PERMITTEE's operations at or on the PREMISES, PERMITTEE shall make all repairs and replacements necessary to maintain and preserve the PREMISES in a decent, safe, healthy, and sanitary condition satisfactory to the CITY and in compliance with all applicable laws.

5.02 Unsafe PREMISES. In the event that the disinfection facility is not in a decent, safe, healthy, and sanitary condition, the CITY shall have the right, upon written notice to PERMITTEE, to have any necessary maintenance work done at the expense of PERMITTEE, and PERMITTEE shall promptly pay any and all costs incurred by the CITY in having such necessary maintenance work done, in order to keep said disinfection facility in a decent, safe, healthy, and sanitary condition. PERMITTEE shall make payment for such work no later than thirty (30) days after written notice from the CITY. Further, if at any time the CITY determines that said disinfection facility is not in a decent, safe, healthy, and sanitary condition, the CITY may at its sole option, upon written notice, require PERMITTEE to file with the CITY a faithful performance bond to assure prompt correction of those conditions which are not decent, safe, healthy, and sanitary. Said bond shall be in an
amount adequate in the opinion of the CITY to correct the said unsatisfactory condition. PERMITTEE shall pay the cost of said bond. The rights reserved in this section shall not create any obligations on the CITY or increase obligations elsewhere in this Agreement imposed on the CITY.

5.03 **Permits and Utilities.** PERMITTEE shall pay all permit requirements and utility expenses including costs for gas, electric, water, trash and sewer connection. PERMITTEE shall pay for all costs associated with telephone usage.

5.04 **Notice.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

**CITY**
Yvonne Horton, City Clerk  
City of Inglewood  
One Manchester Boulevard  
Inglewood, CA 90301-1750

**With a Copy to:**
Artie Fields, City Manager  
City of Inglewood  
One Manchester Blvd.  
Inglewood, CA 90301

**With a Copy to:**
Public Work Director,  
City of Inglewood  
One Manchester Blvd.  
Inglewood, CA 90301

**PERMITTEE:**
Richard Nagel, General Manager  
West Basin Municipal Water District  
17140 South Avalon, Blvd., Suite 210  
Carson, CA 90746-1296

Either party may change its address by notice to the other party as provided herein. Communications shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) three working days following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

5.05 **CITY Approval.** The City Manager (Manager) shall be the CITY's authorized representative in the interpretation and enforcement of all services performed in connection with this Agreement. The Manager may delegate authority in connection with this Agreement.
5.06 **Entire Agreement.** This Agreement comprises the entire integrated understanding between the CITY and PERMITTEE concerning the use and occupation of the PREMISES and supersedes all prior negotiations, representations, or agreements. Each party has relied on its own examination of the PREMISES, advice from its own attorneys, and the warranties, representations, and covenants of the Agreement itself.

5.07 **Interpretation.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to the CITY.

5.08 **Miscellaneous.** The PERMITTEE shall be responsible for complying with all local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5.09 **Agreement Modification.** This Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by the parties hereto.

5.10 **Assignment and Subletting - No Encumbrance.** This Agreement and any portion thereof shall not be assigned, transferred, or sublet, nor shall any of the PERMITTEE’s duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect.

A consent by the CITY to one assignment, transfer, sublease, or delegation
shall not be deemed to be a consent to any subsequent assignment, transfer, sublease or delegation.

5.11 Other Regulations. All use of the PREMISES under this Agreement shall be in accordance with the laws of the United States of America, the State of California and in accordance with all applicable rules and regulations and ordinances of the City of Inglewood now in force, or hereinafter prescribed or promulgated by resolution or ordinance or by State or Federal law.

SECTION 6: SPECIAL PROVISIONS

6.01 Ancillary Uses and Services. No additional uses or services, other than those provided for under Section 1.02 of this Agreement, shall be provided by PERMITTEE from or at the PREMISES.

6.02 Standards of Operation. PERMITTEE agrees that it shall operate and manage the services and facilities offered upon or from the PREMISES in a first class manner and comparable to other similar facilities within the Los Angeles County and Southern California areas which provide like products or services.

6.03 PERMITTEE's Employees. PERMITTEE shall provide an experienced and well qualified "on-site" supervisor to oversee all operations conducted by PERMITTEE on the PREMISES. PERMITTEE shall ensure that its employees shall at all times conduct themselves in a creditable manner, and that they shall conform to all rules, regulations and requirements, as well as all rules and regulations as hereafter may be promulgated, or put into operation by the CITY, provided that such rules, regulations and requirements are not in conflict with the terms of this Agreement. PERMITTEE shall maintain a staff in adequate size and number to effectively operate, maintain and administer all services offered and facilities located on the PREMISES.

6.04 Hazardous Substances. No goods, merchandise or material shall be kept,
stored in or on the PREMISES which are in any way explosive or hazardous, except that ordinary business materials that may be classified as hazardous may be kept in or on the PREMISES if such materials are stored and disposed of in accordance with all applicable laws; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon, and nothing shall be done on said PREMISES, which will cause an increase in the rate of or cause a suspension or cancellation of the insurance upon the PREMISES or other premises and the improvements thereon; provided, however, that if anything done by PERMITTEE causes an increase in the rate of insurance on the PREMISES, PERMITTEE may, at its option, pay such increase and PERMITTEE shall not thereafter be considered in default under this Agreement.

6.05 Miscellaneous. Except as necessary to conduct permitted uses as outlined in Section 1.02 of this Agreement, no machinery or apparatus shall be stored, used or operated on or about the PREMISES which will in any way injure the PREMISES or improvements thereon, or adjacent or other PREMISES, or improvements thereon, or to persons; provided, however, that nothing contained in this section shall preclude PERMITTEE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its said business, or from carrying on its business in all usual respects. Open flame welding or burning, gasoline, or other fuel storage is expressly prohibited without prior written consent of the CITY.

6.06 Continued Occupancy. PERMITTEE covenants and agrees to, and it is the intent of this Agreement that PERMITTEE shall, continuously and uninterruptedly during the term of the Agreement, occupy and use the PREMISES for the purposes herein above specified, except while PREMISES are untenable by reason of fire, flood, or other unavoidable
casualty, and, in that event, the CITY shall be promptly notified by PERMITTEE.

6.07 Development of Premises. In the event the PREMISES, or a portion thereof, are developed to the extent that requires relocation of PERMITTEE's disinfection station, related underground structures and utilities, and other related appurtenances ("Disinfection Facility"), CITY agrees to the following: If the Disinfection Facility must be relocated because of development of the PREMISES, CITY agrees to require developer to pay the costs associated with designing, engineering and constructing a new disinfection facility ("Project"), less the depreciation value of the Disinfection Facility. If CITY develops the PREMISES itself, to the extent that requires relocation of PERMITTEE’s disinfection station, CITY will be responsible for the Project costs relating to a new disinfection facility. Project costs for either a developer or CITY shall be capped at an amount not to exceed five hundred and fifty thousand dollars ($550,000). The maximum Project cost of five hundred and fifty thousand dollars ($550,000) shall depreciate at a rate of twenty-two thousand dollars ($22,000) per year, such that at the end of twenty-five (25) years, the Project costs shall be zero ($0). Therefore if the PERMITTEE is required to relocate its facility, no Project costs will be owed by the CITY or developer after twenty-five (25) years to the PERMITTEE. Design and engineering costs shall be included in the Project cost. PERMITTEE covenants and agrees to, and it is the intent of this Agreement that PERMITTEE shall, continuously and uninterruptedly during the term of the Agreement, occupy and use the PREMISES for the purposes herein above specified, except while PREMISES are untenable by reason of fire, flood, or other unavoidable casualty, and, in that event, the CITY shall be promptly notified by PERMITTEE.
Section 7: GOVERNING LAW; VENUE

7.01 Forum. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 8: SIGNATURES

The individual(s) executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the PERMITTEE and the CITY.
IN WITNESS WHEREOF, the City of Inglewood and the West Basin Municipal Water District have executed this Agreement as of the date first above written.

CITY OF INGLEWOOD

[Signature]
James T. Butts, Jr., Mayor
City of Inglewood

ATTEST:

[Signature]
Yvonne Horton, City Clerk

WEST BASIN MUNICIPAL WATER DISTRICT

By: [Signature]
Richard Nagel, General Manager
West Basin Municipal Water District

APPROVED AS TO FORM

[Signature]
Lemieux & O'Neill
District Counsel
Steven O'Neill

APPROVED AS TO FORM

[Signature]
Cal P. Saunders
Inglewood City Attorney
CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE COVERAGE DOCUMENT. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN.

MEMBER
West Basin Municipal Water District
17140 S. Avalon Blvd., Ste. 210
Carson, CA 90746-1296

COVERAGE INFORMATION
This is to certify that coverage documents listed herein have been issued to the Member Agency herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

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DESCRIPTION
The Certificate Holder, its officers, officials, employees and agents have been added as an Additional Covered Parties to the Liability Program, but solely with respect to those causes of action arising directly out of the Property Use Agreement for Well Site No. 6.

CERTIFICATE HOLDER
City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301-1750

CANCELATION
Should any of the coverage documents herein be cancelled before the expiration date thereof, ACWA/JPIA will endeavor to provide 30 days written notice to the certificate holder named herein.

AUTHORIZED REPRESENTATIVE DATE
12/18/2013
ADDENDUM

to the
Memorandum of Liability Coverage

for the
ASSOCIATION OF CALIFORNIA WATER AGENCIES
JOINT POWERS INSURANCE AUTHORITY

MEMBER: West Basin Municipal Water District

COVERAGE PERIOD: 10/1/2013 - 10/1/2014

ADDENDUM DATE: 12/18/2013

ADDENDUM NUMBER: 21
Change in WHO IS COVERED

The following entities are hereby added as Additional Covered Parties:

The City of Inglewood, its officers, officials, employees, and volunteers, but solely with respect to those causes of action arising directly out of the activities covered by the Property Use Agreement for location Well Site No. 6, and subject to a $2,000,000 per occurrence and $2,000,000 annual aggregate limit of liability.

The coverage provided by this Memorandum of Liability Coverage shall be primary as respects any claims related to the operations performed by or on behalf of the West Basin Municipal Water District. Any insurance or self-insurance maintained by the Additional Covered Parties shall be excess and non-contributing.

This coverage shall not be canceled or materially changed without first giving thirty (30) days prior written notice to City of Inglewood.

Signed By: ____________________________ Date: 12/18/2013

(Authorized Representative)
CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 12-20-2013

CITY OF INGLEWOOD - CITY CLERK OFFICE
1 W MANCHESTER BLVD
INGLEWOOD CA 90301-1784

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 60 days advance written notice to the employer.

We will also give you 60 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $2,000,000 PER OCCURRENCE.

ENDORSEMENT #2088 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 09-14-2013 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

WEST BASIN MUNICIPAL WATER DISTRICT
17140 AVALON BLVD STE 210
CARSON CA 90745

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